

EXHIBIT “B”

Shriners Hospitals

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June 17, 1999

VIA FEDERAL EXPRESS

Larry Lyons
Vantage Financial Services, Inc.
1244 Boylston Street, Suite 302
Chestnut Hill, Massachusetts 02167

Re: Shriners Hospitals for Children and Vantage Financial Services, Inc.
Agreement to Provide Fund Raising Consulting and Management Services

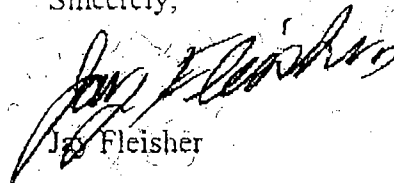
Dear Larry:

Enclosed herewith are two duplicate originals properly signed by our corporate President and Treasurer. Please have these countersigned, notarized and return one copy to me for our files.

It has been a pleasure working with you and I look forward to a long and mutually beneficial relationship between our respective organizations.

With kindest regards, I remain

Sincerely,


Jay Fleisher

JF:sw
Enclosures

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Agreement To Provide Fund Raising Consulting and Management Services

This Agreement To Provide Fund Raising, Consulting and Management Services ("Agreement") is made and as of this _____ day of _____, 1999 between Shriners Hospitals For Children, a nonprofit corporation with its principal office located at 2900 Rocky Point Drive, Tampa, FL 33607 ("Shriners"), and Vantage Financial Services, Inc., a Massachusetts corporation with its principal office located at 1244 Boylston Street, Chestnut Hill, MA 02467 ("Vantage").

Recitals

A. Vantage has expertise and experience to create, produce, and manage direct response fund raising campaigns for nonprofit organizations both to identify new donors and renew existing ones, in particular to develop creative strategy, select lists of likely prospects, and use premium-based fund raising techniques.

B. Vantage has expertise and experience to create, prepare, and distribute informational and educational material customized to the specific purpose of a nonprofit organization.

C. Shriners is a nonprofit corporation that desires to raise funds from the public through direct response campaigns for its charitable purposes.

D. Shriners desires to raise funds to support the mission of Shriners to provide hospital and medical care for children, and otherwise engage in charitable activities such as research.

Agreements

Now, Therefore, in consideration of the foregoing premises and the mutual covenants and agreements set forth below, the receipt and sufficiency of which is hereby acknowledged, the parties hereto covenant and agree as follows:

Paragraph 1. Definitions

1.1 "Acknowledgment" is the program to thank donors by sending a letter to them that verifies Shriners receipt of their contributions and may contain educational material as defined in subparagraph 1.12 below.

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1.2 "Agreement" is defined in the introductory paragraph.

1.3 "Caging" is the procedure whereby envelopes containing contributions from the public are opened, recorded, keypunched, verified, and deposited in the appropriate bank account by a "lockbox" facility jointly selected and mutually agreed to by both parties. Shriners shall exercise exclusive ownership and control over any and all bank accounts that receive deposits from the lockbox facility.

1.4 "Campaign Approval Packet" is defined in Paragraph 6.

1.5 "Campaign Period" is defined as the time between the date on which a direct mail package is mailed and the last day of the fourth month following the date of that mailing. By way of illustration, the parties agree that if a direct mail package is distributed on June 10, the campaign period for that mailing shall commence on June 10 and end on October 31.

1.6 "Comment Mail" consists of correspondence or other written communications that recipients of Shriners direct mail packages send to Shriners. The caging facility shall open all comment mail, record, and forward it to the Shriners' Program Administrator. Shriners shall be solely responsible to review and respond to all comment mail received from recipients of its direct mail packages.

1.7 "Direct Mail Package" contains correspondence or other related printed material which includes a request for financial support or combines such a request for financial support with material that is educational or is designed to raise public awareness.

1.8 "Direct Mail Program" is defined in Paragraph 5.

1.9 "Donor Acquisition Mailing" - Vantage, for the benefit of Shriners, conducts Shriners' donor acquisition program when Vantage, for the benefit of Shriners, distributes direct mail packages that contain either a straight letter appeal or an appeal that uses a premium as part of the inducement, which Shriners has given prior written approval to mail, to persons who potentially have a need for or use of information in the direct mail package or are interested in supporting Shriners financially.

1.10 "Donor Renewal Mailing" - Vantage, for the benefit of

Shriners, conducts Shriners' donor renewal mailing when Vantage, for the benefit of Shriners, distributes direct mail packages, with Shriners' prior written approval, to all or a part of Shriners' file of donors generated by this Agreement, in order to provide them with educational material and/or request their continued financial support.

1.11 "Educational Material" distributed in connection with a direct mail package, as distinguished from a request for financial support, shall be specific, help to accomplish the Shriners mission, should help the recipient or society or should assist Shriners to raise public awareness. Educational Material may be printed in a separate brochure or in components of a Direct Mail Package in a manner determined by the Shriners' Program Administrator on a case-by-case basis.

1.12 "Effective Date" is defined in paragraph 15.

1.13 "Follow-Up Mailings" are Direct Mail Packages distributed with the Shriners prior written approval to potential or existing donors who have previously received, but have not yet responded to, a Direct Mail Package from the Shriners in order to encourage them to provide financial support or participate in Shriners' programs.

1.14 "Gross Income" is defined for the purpose of this Agreement as the total of contributions received as a direct and proximate result of a Direct Mail Package, Direct Mail Program, Donor Renewal Mailing, Follow-up Mailing, or any other Mailing under this Agreement before deducting any fees or expenses associated with that campaign. Gross Incomes shall also include any contributions from persons excluded from Mailing Lists by Shriners pursuant to the last sentence to Section 1.16 herein.

1.15 "Know-How" means all factual knowledge and information not capable of precise or separate description but which, in accumulated form, after being acquired by trial and error or other means of experimentation, gives an ability to the acquirer to produce or market something which that person otherwise would not have known how to produce or market with the same accuracy or efficacy necessary to produce net income.

1.16 "Mailing Lists" used for the Shriners Direct Mail Program contain names and addresses of persons who, by virtue of previous patterns of charitable giving or other identifiable demographic data or statistical studies, are likely to have a need for or potential use of information in the Shriners' direct

mail packages. It is the intent of the parties that Mailing Lists shall not include any past or present contributors to Shriners or any individual who donates to Shriners through the Combined Federal Campaign, or similar campaigns, or to any Shriner members or to future donors who may make major donations to Shriners independent of this Agreement. Shriners also has the discretion to exclude from Mailing Lists names of individuals who contribute \$5,000 or more pursuant to the Direct Mail Program.

1.17 "Net Income" is the amount that remains after the costs of each billing statement approved by Shriners in writing are subtracted from donations that Shriners receive in response to the Donor Acquisition Mailing, Direct Mail Packages, Direct Mail Program, Donor Renewal Mailing, Follow-up Mailings, or any other Mailing under this Agreement related to that billing.

1.18 "Notice" is defined in Paragraph 12.

1.19 "Program Account" is defined in Paragraph 7.2.

1.20 "Program Administrator" - Shriners shall designate in writing one (1) person to serve as the Program Administrator who shall have primary responsibility to communicate with Vantage regarding planning and execution of Shriners direct mail campaigns during the term of this Agreement. The Program Administrator shall have responsibility, on behalf of the Shriners, to secure approval or disapprove all Campaign Approval Packets. The Program Administrator will attempt to facilitate communication between Vantage and the Shriners' staff to develop Vantage's Direct Mail Packages, Direct Mail Program, Donor Renewal Mailing, Follow-up Mailing, Donor Acquisition Mailings or Direct-Mail Packages or any other Mailing under this Agreement for Shriners.

1.21 "Program Donors" are persons who respond to a Direct Mail Package, Donor Renewal Mailing, Follow-up Mailing, Donor Acquisition Mailings or Direct Mail Packages or any other Mailing distributed pursuant to this Agreement.

1.22 "Shriners Suppression File" is the list of names of Shriners' members and donors that the Shriners agrees to provide to Vantage biannually (or more frequently if desired by Shriners) and that Vantage agrees it will use prior to each Donor Acquisition Mailing under this Agreement in order to eliminate names on the Shriners Suppression File from the lists of prospective donors that Vantage proposes to mail as part of

any mailing made pursuant to this Agreement. The Shriners Suppression File list of names includes: All past and present contributors to Shriners, or any individual who donates to Shriners through the Combined Federal Campaign, or similar campaigns, or any Shriner members or to future donors who may make major donations to Shriners independent of this Agreement. Also, Shriners has the discretion to exclude from subsequent Donor Renewal Mailings any individuals who contribute \$5,000 or more pursuant to the Direct Mail Program.

1.23 "Vendors" are individuals or businesses which provide supplies or services under contract with Vantage necessary to execute any mailing made pursuant to this Agreement. These vendors include, without limitation, suppliers of envelopes and other paper products, suppliers of promotional materials, printers, typesetters, artists, copywriters, letter shops, and data processors. Vantage will not use any Vendor in which Vantage has a direct or indirect ownership interest of fifty (50) percent or more.

Paragraph 2. Authority of Vantage; Limitations on Authority.

During the term of this Agreement, Shriners retains Vantage exclusively to plan and manage the Direct Mail Program, Donor Acquisition Mailing, Direct Mail Packages, Direct Mail Program, Donor Renewal Mailings, or Follow-up Mailings, or any other Mailing under this Agreement and to create, prepare, and distribute the Direct Mail Packages itemized in Schedule A, which is attached hereto and made a part hereof by reference, and any replacement or additional packages that Vantage may from time to time propose to Shriners and which Shriners approves in writing. Vantage shall act solely as agent for Shriners pursuant to Shriners' written directive. In no event shall Vantage have authority to receive contributions on behalf of Shriners or have access to such contributions. All mailings made by Vantage pursuant to this Agreement require Shriners' prior written approval. Shriners assumes complete and full responsibility for payment of all postage incurred as a result of the operation of this Agreement, and Vantage has no obligation whatsoever for payment of postage.

Paragraph 3. Term of Agreement

3.1 This Agreement shall commence on the Effective Date hereof and shall extend for a term of four (4) years unless sooner terminated in accordance with paragraph 13 of this Agreement.

3.2 For solicitations conducted in the State of New York, this Agreement shall be effective as of fifteen (15) days following the date on which the Agreement is filed with the Attorney General's Charities Bureau. Notwithstanding the above, Shriners may, without giving any reason, cancel this contract without cost, penalty, or liability for a period of fifteen (15) days following the date of the filing hereof with the New York Charities Bureau, if Shriners notify Vantage by letter or other written notification indicating that it does not intend to be bound by this Agreement. Said notice may be hand delivered or mailed to Vantage at 1244 Boylston Street, Chestnut Hill, Massachusetts 02467. If notice is hand-delivered, the cancellation is effective as soon as it is delivered to Vantage. If the notice is mailed, the cancellation is effective as soon as the notice is deposited, properly addressed with postage prepared, in a mailbox. Shriners must also mail a duplicate copy of the notice of cancellation to the State of New York, Office of the Attorney General, Charities Bureau, The Capitol, Albany, NY 12224.

3.3 Vantage agrees to recognize the terms of any cooling off provision to the extent that any jurisdiction in which Shriners may conduct the Direct Mail Program requires fund raising counsel to offer a cooling off period, such as the State of New York.

Paragraph 4. Educational Material in Direct Mail Packages

If Shriners would like Vantage to propose direct mail packages that are multipurpose, that is contain Educational Material that may be allocated to public education as defined by the American Institute of Certified Public Accountants, Shriners Program Administrator shall notify Vantage and indicate the approximate proportion of the content of the package that Shriners would like to be classified as public education.

Paragraph 5. Direct Mail Program

5.1 Consultant Services - During the term of this Agreement, Shriners agrees to use the services that Vantage provides and which are herein referred to as the "Direct Mail Program." Vantage agrees to provide the full range of services that Shriners requests and approves in writing in order to conduct the Direct Mail Program including but not limited to selection of mailing lists, preparation and distribution of the initial direct mail package, caging, data processing, and ac-

knowledge of donations. These consultant services draw on Vantage's particular Know-How in direct mail marketing and premium fund raising techniques including but not limited to * name and address labels, note cards, holiday greeting cards, lapel pins, and calendars.

5.2 Mail Schedule - Schedule A attached hereto sets forth the preliminary mail schedule for the Shriners' Direct Mail Program, including the proposed number of campaigns and for each such campaign, whether it is a Donor Acquisition Mailing, Donor Renewal Mailing, Donor Acknowledgment Mailing, Direct Mail Package or Follow-up Mailing, whether a premium is proposed and, if so, the type of premium to be offered and its cost; the number of initial packages to be mailed; mail package design; and the anticipated mail or drop date. Schedule A also sets forth all costs, including but not limited to, the product costs, postage, list costs, and results for each such campaign. Costs other than postage cannot be unilaterally increased by Vantage during this Agreement. Any cost increases must be approved by Shriners in writing. The projected response rate contained in Schedule A is a projection, and Vantage cannot guarantee it.

5.3 Test Mailing - In order to identify a universe of prospective Shriners' donors to receive Donor Acquisition Mailings and to determine which lists Shriners will continue to mail to under this Agreement, Vantage will recommend certain lists for the Shriners to test. Vantage will arrange to have approximately 5,000 names drawn randomly from each such list. If the response from a list to the test package is 2.5 percent (2.5%) or greater, that list will be part of the universe of Shriner prospects. Vantage shall arrange for a test mailing of a total of approximately 200,000 pieces on or about July 1, 1999, or at a later date if so directed in writing by Shriners, which will conclude four months later as set forth in Schedule A, and as approved by Shriners in writing. As soon as possible following the test (but in any event within thirty (30) days from conclusion of the test), Vantage shall advise Shriners how many of the lists tested produced a response rate of 2.5 percent (2.5%) or greater. Vantage shall make the determination as to whether a list produced a response rate of 2.5 percent (2.5%) or greater, but the Shriners may independently verify it. This test mailing is to be made at the Nonprofit Standard A rate. The cost of postage shall be paid from Gross Income. A complete "Campaign Approval Packet" is not required for this test as the Shriners have given approval, contemporaneously with the execution of this Agreement, to the copy and graphics; however,

Vantage must obtain Shriners' written approval of the budget for the test mailing. This budget shall include all items shown in the budget described in Section 6.1 of this Agreement.

Paragraph 6. Shriners Approval of Direct Mail Packages and Campaigns

6.1 At least sixty (60) days prior to the anticipated date of the first mailing as set forth in Schedule A, Vantage shall submit the "Campaign Approval Packet" to Shriners Program Administrator which shall consist of: copy and graphics for each component of the mail package for the upcoming campaign, the proposed number of packages to be mailed, the lists to be mailed, and a budget that details all costs, including, but not limited to, list costs, postage (including outgoing and return postage, if any is contemplated, product cost and any other costs or charges that will be on the billing statement of paragraph 7.3.1, and projected results so that Shriners will have a complete understanding of its financial obligation, the concept and contents of the direct mail package, and the anticipated number of new donors and total amount of donations. There will be no costs on the list other than those costs recited in Schedule A. Vantage shall assign a unique job identification code to each campaign or job and shall provide a space for the Shriners Program Administrator to indicate approval or disapproval of the proposed campaign and direct mail package.

6.2 Shriners Program Administrator shall review each Campaign Approval Packet and shall notify Vantage of Shriners' decision whether all or any part of the Campaign Approval Packet is satisfactory no later than fourteen (14) days after Shriners' Program Administrator receives the Campaign Approval Packet. Shriners has the sole authority to approve, such approval to be in writing, the specifications set forth in each Campaign Approval Packet, and Vantage shall commence production only in accordance with the express written approval of Shriners of the specifications so approved, and Vantage shall cause the Direct Mail Packages to be distributed as set forth in Schedule A as so approved by Shriners.

6.3. Use and Ownership of Mail Lists

6.3.1 Vantage agrees that it will not intentionally or through its negligence mail to any name contained in the Shriners Suppression File. To accomplish this objective, Vantage shall designate the names of each respondent to the Shriners'

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Direct Mail Program as "Program Donors." Shriners shall be the sole owner of the list of Program Donors. Vantage shall not use the list of Program Donors for any purpose except to carry out its rights and obligations pursuant to this Agreement. Vantage shall update the list of Program Donors weekly and maintain it during the term of this Agreement. Every six (6) months, Vantage shall provide a magnetic tape record, in a format that is mutually agreed to in advance, to Shriners of the names of all Program Donors along with the amount of any donation received up to that time. No later than ninety (90) days after termination of this Agreement, Vantage shall provide the list of Program Donors to Shriners that includes all updates that have been caged up to the seventy-fifth (75th) day after termination. Upon transmittal of the complete updated list of Program Donors, Vantage shall have no rights whatsoever to such list, except those specified in Section 13 of this Agreement.

6.3.2 In order to assist Vantage to carry out its obligation set forth in Sections 1.22 and 6.3.1, Shriners will prepare a list of all members and donors to be called the Shriners Suppression File. Vantage agrees that it will use this file to suppress the names contained thereon from any list of prospective donors that Vantage proposes to use in the Shriners Direct Mail Program. The Shriners will update the suppression file biannually (or more often, at Shriners' discretion), and provide a magnetic tape to Vantage of the updated suppression file in a mutually agreed format.

6.3.3 Prior to termination of this Agreement, Shriners may not use the list of Program Donors for the purpose of making a mass mailing similar to those made by Vantage under this Agreement, unless Vantage has given to Shriners its prior written approval, which approval will not be unreasonably withheld.

6.3.4 Unless caused by erroneous entries in Shriners' Suppression File, if Vantage breaches Section 6.3.1 or 8.2 of this Agreement, it shall pay liquidated damages to Shriners of ten dollars (\$10) per name for the wrongful use of the Shriners' member and donor list.

6.3.5 Vantage shall secure a surety bond of one million dollars (\$1,000,000) in the event that it fails to perform under Section 6.3.4 or Section 8.2 of this Agreement.

Paragraph 7. Receipt of Proceeds and Costs

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